UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENSYLVANIA

CHAYSECHEM INC. 301 Oxford Valley Road, Suite 704B Yardley, PA 19067	CIVIL ACTION NO.
v.	
BETACHEM, INC. 58 Ware Road Upper Saddle River, NJ 07458	JURY TRIAL DEMANDED

CIVIL ACTION - COMPLAINT

NOW COMES Plaintiff, ChayseChem Inc., ("ChayseChem"), for its Complaint against Defendant, Betachem, Inc., (the "Defendant"):

1. This action arises out of ChayseChem's contract with Defendant for the furnishing of various chemicals and product. Despite ChayseChem's full performance of its duties under the contract, Defendant has failed to pay ChayseChem the contract sums due and owing. Accordingly, ChayseChem brings claim against Defendant for breach of contract.

PARTIES

2. Plaintiff ChayseChem is a Pennsylvania Corporation with a principal place of business located at 301 Oxford Valley Road, Suite 704B, Yardley, Pennsylvania .

3. Defendant is a New Jersey corporation with a principal place of business located at 58 Ware Road, Upper Saddle River, New Jersey, 07458.

JURISDICTION AND VENUE

4. The claims alleged herein arise under Pennsylvania common law.

5. This Court has jurisdiction over this matter pursuant to 28 U.S.C. 1332, in that Plaintiff and Defendant are citizens of different states and the amount in controversy is in excess of

$75,000. In addition, Defendant has conducted significant business in Pennsylvania and in this district and the actions giving rise to this suit occurred in Pennsylvania and this district.

6. Venue is proper in this district because the cause of action arises in this district.

FACTS

7. Plaintiff is in the business of selling specialty chemicals to distributors and other customers and deals in goods of the kind at issue here and as such is a merchant of such goods.

8. Defendant is a long time customer of Plaintiff and is a distributor of specialty chemicals. Defendant also deals in goods of this kind and otherwise holds itself out as having knowledge or skill peculiar to the practices and goods involved in these transactions. As such, Defendant is a merchant of such goods.

9. Plaintiff and Defendant agreed that Plaintiff would supply various chemicals to Defendant in exchange for which Defendant would pay the specified price for such goods. Since both parties are merchants, these transactions qualify as transactions between merchants and Defendant is chargeable with the knowledge and skill of merchants.

10. On September 2, September 30, October 3 and October 13, 2016, Plaintiff supplied various chemicals to Defendant pursuant to orders Defendant placed with Plaintiff which orders were then confirmed with an Order Acknowledgment and subsequent invoices. True and correct copies of invoices for these purchases are attached hereto as Exhibit 1. The invoices contained the price, quantities and payment terms for the products supplied. The total price for these products $564,468.

11. The invoices were sent in a reasonable time and were received by Defendant and Defendant had reason to know of the contents of the invoices. No written notice of objection to

the contents of the invoices was sent by Defendant within 10 days of their receipt. In fact, no written notice of objection to the contents of the invoices was ever sent by Defendant to Plaintiff.

12. The product supplied by Plaintiff fully complied with the applicable specifications and Plaintiff otherwise fully complied with its contractual obligations.

13. To date, Defendant has only paid the sum of $350,000.

14. Defendant presently owes Plaintiff the sum of $214,468.

15. The duty to make payment under a contract when payment is due is one of the most basic and important duties required of a contracting party. The failure of Defendant to make full payment of the outstanding balance constitutes a breach of contract for which ChayseChem is entitled to recover.

16. ChayseChem has complied with all obligations required under the terms of the contract.

COUNT 1
(As Against Defendant for Breach of Contract)

17. ChayseChem incorporates the foregoing allegations as through fully restated herein.

18. ChayseChem and Defendant entered into a contract to supply various chemicals.

19. ChayseChem performed all of its duties and obligations in a timely manner.

20. ChayseChem made a demand for payment pursuant to the contract on or about January, 2017 continuing through to the present.

21. By its failure to remit payment to ChayseChem in the amount of $214,468, Defendant has breached the contract.

22. As a result of Defendant's breach, ChayseChem has been damaged in the amount of $214,468.

WHEREFORE, ChayseChem Inc. demands judgment against Defendant in the amount of $214,468, plus prejudgment interest, costs, reasonable attorney fees, and all further relief that this Court deems just and equitable.

COUNT II

(As Against Defendant For Quantum Meruit)

23. Plaintiff incorporates herein by reference paragraphs 1 through 22 of the Complaint.

24. Plaintiff conferred a benefit upon Defendant.

25. There was an appreciation of such benefits by Defendant.

26. Defendant accepted and retained such benefits under such circumstances that it would be unjust and inequitable for Defendant to retain such benefits without payment of value to Plaintiff.

27. The reasonable value of such benefits is $214,468.

WHEREFORE, ChayseChem Inc. demands judgment against Defendant in the amount of $214,468, plus prejudgment interest, costs, reasonable attorney fees, and all further relief that this Court deems just and equitable.

Respectfully Submitted,
McSHEA LAW FIRM, P.C.

BY: ______________________________
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